

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MISS JONES, LLC,

Case No. 7:17 – cv – 01450 NSR

Plaintiff,

- against -

ANSWER AND COUNTERCLAIM
OF DEFENDANT KEITH STILES

KEITH STILES, MOY RLTY, LLC, VAN
HASSELT AUTO SERVICE,

Defendants

Defendant KEITH STILES, by his attorney, JEFFREY I. KLEIN, as and for his answer to the complaint herein, shows:

1) Answering defendant denies the allegations of the following paragraphs of the complaint: 4, 5, 7, 9(a), 11, 19, 26 (except that Answering Defendant avers that a default occurred earlier and continued on the date stated in this paragraph), 33, and 35 .

3) Answering defendant denies that he has knowledge or information sufficient to admit or deny the allegations of the following paragraphs of the complaint: 2, 3, 9(d), 18, 20, 27, 28, and 29.

AS AND FOR A COMPLETE AFFIRMATIVE DEFENSE

3) Plaintiff's claim is barred by the applicable statute of limitations, because over six years have elapsed since the holder of the mortgage, a predecessor in interest to Plaintiff, made demand for payment of the balance of the mortgage debt in full and thereby accelerated the debt.

AS AND FOR A COUNTERCLAIM PURSUANT TO ARTICLE 15 OF THE NEW YORK
REAL PROPERTY ACTIONS AND PROCEEDINGS LAW

4) Answering Defendant is the owner in fee of premises 136 Elmwood Road, South Salem, New York, pursuant to a deed recorded in the office of the Westchester County Clerk at on June 18, 1998 at Liber 12018 of conveyances, Page 107.

5) Answering Defendant brings this action pursuant to Section 1501(4) of the New York Real Property Actions and Proceedings Law to determine the validity of a claim by Plaintiff that it holds a valid mortgage interest in the premises located at 136 Elmwood Road, South Salem, New York, which premises is more fully described by metes and bounds in Schedule A attached to the complaint in this action.

6) Heretofore, on or about July 7, 2007, Answering Defendant executed and delivered to National City Bank a note and mortgage to secure the debt of the note, which mortgage was recorded in the office of the Westchester County Clerk at Control Number 472920098.

7) Plaintiff claims in this action that it is the successor in interest to National City Bank with respect to the said note and mortgage, and the holder of both the note and the mortgage.

8) Heretofore, and on July 10, 2009, as a result of a default in payment by Answering Defendant, National City Bank accelerated the debt represented by the note and secured by the mortgage, and demanded payment in full, by a letter in writing addressed to Answering Defendant, a copy of which is annexed to this Answer and Counterclaim as Exhibit 1.

9) Over six years passed after July 10, 2009 and prior to the date on which the present action was commenced.

10) Pursuant to the §213(4) of the Civil Practice Law and Rules of the state of New York, in which the said real property is located, any claim for enforcement of the said note and mortgage is barred and may not be enforced.

11) All parties who have or may have an interest in the said real property have been joined as parties to this action.

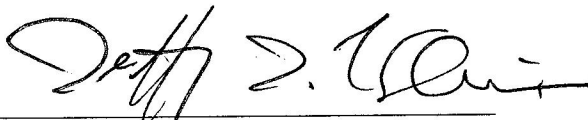
12) Upon information and belief, no party is an infant, mentally retarded, mentally ill or an alcohol abuser.

13) The judgment to be made in this action will not affect a person not now in being or ascertained at the date of commencement of this action, who by any condition in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the subject property.

14) No personal claim is made against any party to this action other than a party who shall continue to assert a claim adverse to the claim of Answering Defendant as alleged in this Counterclaim.

WHEREFORE, Answering Defendant demands judgment dismissing the complaint and adjudging that the claim of Plaintiff and any person claiming under it shall be barred from any estate or claim in or to the property described in the complaint and in this Counterclaim, that the County Clerk of Westchester County, New York be directed to cancel of record the mortgage recorded at Control Number 472920098 and that Answering Defendant have judgment for costs and disbursements of the action and such other and further relief as the court deems fit and proper.

Dated: White Plains, New York
July 14, 2017



JEFFREY I. KLEIN (JK1083)
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National City Bank
P.O. Box 5570
Brecksville, OH 44101-0570

Keith J Stiles
136 Elmwood Rd
South Salem, NY 10580-2202

Date: July 11, 2009
Account Number: 4 ~~XXXXXX~~ 4567 ("Account")

You are in default of the above referenced Account. Effective immediately, the Account is hereby accelerated and we hereby demand payment in full of the entire amount owing on the Account as described below.

As of the date of this letter your Account has an accelerated balance in full owing of \$347,561.96. This balance includes accrued interest and outstanding late charges as of the date of this letter. Further interest charges will continue to accrue until the Account is paid in full.

We will take the necessary action to protect our interests.

Since the balance of your Account is accelerated, nothing less than full payment of the entire indebtedness is now acceptable. If you should choose to continue making payments or submit a single payment in an amount less than the indicated full payoff of your Account, you authorize us to apply such payments to your Account without restriction and without limiting in any manner our ability to pursue the total balance owing on your Account. You agree that any language contained on a check or draft to the contrary shall be void. We expressly reserve our rights and remedies under your contract and at law.

If you have any further questions, please contact the undersigned.

Sincerely,

Brooke Vanniddlesworth
Account Specialist
1-800-544-3623 Ext. 57267

Exhibit 1